

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 92-604-E - ORDER NO. 93-488✓
JUNE 9, 1993

IN RE: Judy Goodman,)	
)	
Complainant,)	
)	
vs.)	ORDER RULING ON
)	COMPLAINT
Carolina Power & Light)	
Company,)	
)	
Respondent.)	

This matter is before the Public Service Commission of South Carolina (the Commission) on the Complaint of Judy Goodman (Ms. Goodman or the Complainant) against Carolina Power & Light Company (CP&L). A hearing was held on this matter on May 19, 1993. The Honorable Cecil A. Bowers presided. Ms. Goodman appeared pro se; William F. Austin, Esquire, and Richard L. Whitt, Esquire, represented CP&L; and Gayle B. Nichols, Staff Counsel, represented the Commission Staff.

After review of the testimony of record and the applicable law, the Commission makes the following findings of fact and conclusions of law.

FINDINGS OF FACT

1. Ms. Goodman lived in a mobile home adjacent to her father's, B. Keith Wilson's, home. In 1974 the electrical service

for Ms. Goodman's mobile home was placed in Mr. Wilson's name.¹
Neither Ms. Goodman nor Mr. Wilson were required to pay a deposit for the "mobile home account".

2. In September 1989, Ms. Goodman's mobile home was damaged by Hurricane Hugo. Ms. Goodman explained that, after Hurricane Hugo, she was without electricity for three (3) weeks and that, once electrical service was restored, she lived at her father's home. Ms. Goodman contends that CP&L overcharged the "mobile home account" by approximately \$3,368.00 for service after Hurricane Hugo.

3. According to Respondent's witness Floyd L. Keels, CP&L checked its facilities following Hurricane Hugo and found nothing wrong with service to the mobile home. Further, Mr. Keels explained that Ms. Goodman used 4003 kwh less during the twelve (12) months after the hurricane as compared with the twelve (12) months preceding the hurricane.

4. On March 19, 1991, service to the mobile home was disconnected for non-payment and the arrearage was transferred to Mr. Wilson's "home account". After CP&L received a note signed by Mr. Wilson requesting disconnection of his electrical service, CP&L terminated its service to Mr. Wilson's home.²

5. On November 3, 1992, Ms. Goodman contacted CP&L and

1. It is disputed as to whether Ms. Goodman authorized that the electrical service be placed in her father's name. Regardless, Mr. Wilson had his "home account" and the "mobile home account".

2. The parties contest the legitimacy of this note.

requested that electrical service be placed in her name. Ms. Goodman was informed that, in order to establish service in her name, she would need to make a deposit and pay the past due debt.

6. Service to Ms. Goodman's mobile home was restored in November pursuant to Commission Order No. 92-987. According to the terms of this Order, Ms. Goodman was to maintain her account in a current status. Since the issuance of Order No. 92-987, Ms. Goodman's account has become delinquent.

7. Ms. Goodman requests that the Commission require CP&L to refund her overpayment, plus interest, and provide her with damages for physical and mental distress, duress, embarrassment, and cruelty.

8. CP&L agrees to continue to furnish electrical service to Ms. Goodman in her name without requiring a deposit or that she pay the past indebtedness on Mr. Wilson's "home account" or "mobile home account".

CONCLUSIONS OF LAW

1. The Commission is not convinced that Ms. Goodman was overcharged for electrical service to her mobile home after Hurricane Hugo. The Commission finds that the evidence of record indicates that Ms. Goodman used substantially less electricity after Hurricane Hugo and was charged appropriately.

2. 26 S.C. Regs. 103-343(a)(Supp. 1992) provides that an electrical utility is not required to furnish its service to a prospective customer if that customer has previously benefited from service at the premises to be served.

3. While 26 S.C. Regs. 103-343(a) authorizes CP&L not to provide electrical service to Ms. Goodman, Respondent has agreed to establish service in Ms. Goodman's name without requiring a deposit. The Commission concludes that CP&L should forgive the indebtedness on the mobile home account and continue service in Ms. Goodman's name without requiring a deposit.

4. Ms. Goodman shall pay her current indebtedness³ in equal installments over a twelve (12) month period. Ms. Goodman shall be responsible for keeping her account current.

IT IS SO ORDERED.

BY ORDER OF THE COMMISSION:


Chairman

ATTEST:


Executive Director

(SEAL)

3. This indebtedness has been incurred since November 1992.